

Cass Co.

PPME #2003 (Roads)

7/1/2005 6/30/2007

CASS CO. / PPM (ROADS)

05-07

## AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2005, by and between CASS COUNTY, IOWA SECONDARY ROAD DEPARTMENT, hereinafter referred to as the "Employer", and PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES LOCAL 2003, hereinafter referred to as the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. It is the intent of said parties to maintain and increase individual productivity and quality of services. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

### ARTICLE 1 RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all of the Secondary Road Department regular full-time Cass County Road Department employees, which includes Working Foremen, Mechanics, Equipment Operators, Yardmen, Maintenance Men and Rodmen, excluding County Engineer, Assistant to the County Engineer, Engineering Office Assistant, Secretarial and Clerical office personnel, Survey Party Chief, Inspectors, Foremen, and all other employees excluded by Section 4 of the Act. Reference is made to Iowa Public Employment Relations Board Case No. 1249, certified representation dated May 10, 1978.

### ARTICLE 2 SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

### ARTICLE 3 NON-DISCRIMINATION IN EMPLOYMENT

Neither the Employer nor the Union shall engage in employment practices whereby an employee may be unlawfully discriminated against because of age, race, creed, color, sex, national origin, religion, or disability of such employee.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

### ARTICLE 4 NO STRIKE - NO LOCKOUT

The Employer agrees that it will not engage in any lockout of its employees as a result of a labor dispute with the Union. There shall not be any work stoppage, sympathy or other strike, slowdown, picketing, boycotting, or any other action on the part of the Union or a bargaining unit employee(s) which will interrupt or interfere with the operation of the Employer.

### ARTICLE 5 EMPLOYER RIGHTS

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provisions, statute, ordinance, charter, or special act, the exclusive power, duty, and right, including but not limited to: plan, direct, and control the work of its employees; hire,

promote, demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend, or discharge employees for proper cause; to develop and enforce rules for employee discipline; to determine employee qualifications; maintain the efficiency of governmental operations; to schedule working hours and require overtime work; make inspections; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, equipment or facilities; determine and implement methods, means, assignments, and number of personnel by which the public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public Employer; initiate, prepare, certify and administer its budget; exercise all other powers and duties granted to the public Employer by law.

#### ARTICLE 6 ENTIRE AGREEMENT AND WAIVER CLAUSE

This Agreement supersedes and cancels all previous agreements between the Employer and the Union or any employee(s) and constitutes the complete and final agreement between the parties, and concludes collective bargaining for its term.

During the life of this Agreement, neither the Employer or the Union will be required to negotiate on any further matters affecting this Agreement or any other subjects not specifically set forth in this Agreement.

#### ARTICLE 7 DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of a lawfully executed written authorization from an employee which may be revoked in writing at any time, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

A list of all employees in the unit will be provided to the Union. Any deletions or additions will be indicated on a new list.

#### ARTICLE 8 IMPASSE PROCEDURE

The parties will follow the statutory impasse procedure set forth in Iowa Code Chapter 20.

#### ARTICLE 9 GRIEVANCE PROCEDURE AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

Informal: An employee shall discuss a complaint or problem orally with their immediate supervisor or his/her designated representative within five (5)

working days following its occurrence in an effort to resolve the problem in an informal manner.

Grievance Steps:

Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee shall present a grievance in writing to the Assistant to the County Engineer within six (6) working days following the oral discussion. The Union may file a grievance on behalf of an employee (s). A copy of the grievance shall be forwarded to the County Engineer. Said written grievance shall state the specific clause and section of the Agreement which was allegedly violated, and shall also state the remedy requested. Within six (6) working days after this Step 1 meeting, the Employer will answer the grievance in writing.

Step 2. If the Employer's answer in Step 1 fails to resolve the grievance, the aggrieved employee shall refer the grievance to the County Engineer within six (6) working days of the receipt of the Step 1 answer. Following a meeting with the aggrieved employee, the County Engineer or his designated representative, the County Engineer shall answer the grievance in writing within six (6) working days.

Step 3. Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within six (6) working days after the date of the County Engineer's answer given in Step 2.

It is expressly agreed and understood that no employee or the Union shall have the right to compel the arbitration of a grievance without the written consent of the other. An aggrieved employee may elect not to have a Union representative present at the grievance meeting (s).

All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it may automatically be referred to Step 2.

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) working days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list, with a coin flip to determine which party strikes first. The Employer and Union can refuse one (1) arbitration panel and request another.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator will be shared equally between the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall

be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, ignore, nullify, alter, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on both parties and shall be submitted to the parties no later than thirty (30) calendar days after the hearing date or receipt of post hearing briefs.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

It is understood and agreed by the parties that the grievance procedure is the appropriate method of resolving grievances which may arise during the term of this Agreement. If an employee formally files an alleged violation of the Agreement other than under the grievance procedure, then the Employer shall not be required to process the said claimed set of facts through the grievance procedure.

If any provision of this collective bargaining agreement is affected by a proposed application of the American with Disabilities Act, then any employee may grieve, pursuant to Article 9, the effect on the employee's contractual rights. Application of the Act shall not constitute a waiver of an employee's rights under this contract.

#### ARTICLE 10 PROBATIONARY PERIOD

A new employee shall serve a probationary period of at least three (3) months but not to exceed nine (9) months. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their date of employment. An employee may be terminated for any reason during the probationary period without recourse to the grievance procedure.

#### ARTICLE 11 SENIORITY

Seniority means an employee's length of continuous service with the Employer since their last date of hire. Seniority shall be administered on a job classification basis.

The Union shall be furnished with a seniority list and job classifications of all employees covered by this Agreement within sixty (60) days after its execution. When the working force is to be reduced, first a probationary employee and then the employee with the least job classification seniority in the job classification affected shall be the next removed. The regular full-time employee removed, if qualified to perform the work, can then replace the junior employee in any lower paid job classification at that job classification rate of pay. If the employee is reduced more than one (1) job classification below where he/she originally was, said employee will be paid at the rate one (1) classification above where he/she has been transferred into. The work force shall not be reduced more than 20% until the Employer has given the Union at least sixty days notice. The Union and the Employer will use this time to meet and confer about the possibility of other alternatives. Any employees laid off shall have recall rights for a period of one year.

On recall from layoff, employees will be returned to work in the reverse order in which they were laid off if they are qualified to perform the work available. Probationary employees have no recall rights.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged for proper cause.
- (c) Engaging in other work while on leave of absence or giving false reason for obtaining leave of absence.
- (d) Two (2) consecutive workdays of absence without notice to the Employer, unless proven physically unable to do so.
- (e) Failure to report for work at the end of leave of absence.
- (f) Failure to report to work within five (5) calendar days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records.
- (g) Seniority rights will be forfeited after the continuous period of layoff exceeds twelve (12) months.
- (h) Employee retires.

It is the employee's responsibility to keep the Employer informed of their current address and phone number.

An employee promoted out of the bargaining unit and still employed by Cass County, Iowa will continue to accumulate seniority for six (6) months. After six (6) months, seniority shall be frozen until the employee returns to the bargaining unit.

In the event an employee is on a leave of absence, seniority ceases to accumulate after said leave exceeds thirty (30) days.

No permanent vacancy or newly created job classification in the bargaining unit will be filled by hire or promotion until such vacancy has been posted for a period of five (5) working days and present employees have had the opportunity to apply for such positions and to have their application considered. Qualified applicants outside the unit may be considered by the Employer after said five (5) working days. When the Employer determines the successful job bidder, qualifications will be the primary consideration, and where qualifications between bidders are equal, seniority shall govern. If an employee bids into a job classification outside the maintenance district in which he/she currently lives, it will be a condition of the bid for that employee to agree to live within the maintenance district or within a reasonable commuting distance as determined by the Employer.

An employee who accepts a promotion shall be ineligible to bid on another job for a one hundred eighty (180) day period.

Trial Period. An employee who has bid to a higher classification and receives the promotion shall be placed on a trial period for thirty (30) calendar days. During said trial period, the employee shall receive the rate of pay for the higher classification. If the employee does not meet the job requirements of the higher classification at the completion of the thirty (30) day trial period, the employee shall be made aware of what job requirements may need

improvement and the trial period may be extended for an additional thirty (30) calendar days. At the completion of the trial period or extension of such if necessary, the employee shall be promoted to the higher classification or be returned to their previous classification and rate of pay without a loss of seniority. Employer's decision to not promote the employee during the trial period or extension is not grievable.

## ARTICLE 12 HOURS OF WORK AND OVERTIME

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of the daily and weekly hours of work shall be made by the Employer.

Normal starting time each day is 7:00 AM normal workday ends at 3:30 PM. The normal workweek will be forty (40) hours beginning on Monday and ending on Friday. The normal workday includes a thirty (30) minute unpaid lunch period.

The Employer will grant, with pay, one (1) fifteen (15) minute rest period at approximately 9:45 AM through 10:00 AM and one (1) fifteen (15) minute rest period at approximately 2:00 PM through 2:15 PM.

Overtime shall be paid for at the rate of time and one-half ( $1 \frac{1}{2}$ ) the employee's straight time hourly rate plus longevity for hours worked in excess of forty (40) hours in any workweek or eight (8) hours in any workday and on Saturdays and Sundays, providing the employee must meet the requirements of a forty (40) hour workweek. Any overtime work must be authorized by the County Engineer or his designated representative. The same overtime will only be paid for once.

Work performed on a recognized paid holiday will be paid for at time and one-half ( $1 \frac{1}{2}$ ) the employee's straight time hourly rate plus longevity. The employee will also receive holiday pay if he/she qualifies.

Paid leave will be counted as time worked for the purpose of computing overtime.

Any overtime worked by the employee up to twenty-six and one-half ( $26 \frac{1}{2}$ ) hours can either be paid to the employee at the rate of one and one-half ( $1 \frac{1}{2}$ ) or be used as compensatory time (comp time). Each employee must choose payment or comp time once per year. That choice will apply for the entire year (September 1 - August 31). Comp time can be built to sixty (60) hours and kept in account for the employee to use. The hours of overtime worked after the employee has sixty (60) hours of comp time will be paid at the Engineer's discretion either at the rate of time and one-half ( $1 \frac{1}{2}$ ) pay or as additional comp time. All comp time accounts will be zero (0) at the beginning of each year (September 1). Any unused comp time will be paid to the employee the last payroll period of August. The actual comp time is to be taken off work must be at a time mutually agreed upon between employee and Employer.

## ARTICLE 13 INSURANCE

The Employer will pay the employee single coverage monthly premium. The employee will pay the first \$211.64 per month in the dependent coverage monthly premium. Dependent premiums greater than \$211.64 per month will be paid for by the Employer. Deductibles for the term of this Agreement shall be \$250.00 (single)/\$500.00 (family) paid down pursuant to the County's Self-Insurance Trust Fund from Blue Cross/Blue Shield Plan 11 Select 2000-80/20. Probationary and regular full-time employees are eligible for coverage.

Single and family insurance coverage begins the first of the month following the month of employment. Family coverage begins at the same time, if employee elects to take coverage on his/her dependents. The Employer retains the right to select the insurance carrier(s). Effective July 1, 2006, the dependent coverage monthly premium will increase from \$211.64 to \$226.64.

The County shall, however, at any time, have the right to substitute a comparable policy, with the approval of the employees' bargaining representative, which approval shall not be unreasonably withheld.

#### ARTICLE 14 VACATION

An employee will be eligible for paid vacation as follows: after one (1) year - five (5) days; from two (2) through five (5) years - ten (10) days; from six (6) through ten (10) years - twelve (12) days; from eleven (11) to fifteen (15) years - fifteen (15) days; after fifteen (15) years - twenty (20) days. Vacation shall be figured from the employee's anniversary date of employment. By mutual agreement between the employee and the County Engineer, vacation may be accumulated to a maximum of two (2) years earned amount. Leave will not accumulate beyond two (2) years earned amount. Vacation time off must be granted by the County Engineer or his designated representative in advance of the absence. Failure to obtain said advance approval may cause absence to be charged as "leave without pay". Recognized paid holidays falling within a vacation period will not be charged against vacation leave.

In the event an employee is separated by layoff, resignation, retirement or death, he/she or their estate shall have paid to it an amount equal to any unused vacation time he/she may have earned. Any employee who is discharged for a proven felonious act against Cass County shall not be paid for any unused vacation time.

#### ARTICLE 15 HOLIDAYS

Regular full-time employees (permanent and probationary) are eligible for the following recognized paid holidays:

New Year's Day	Good Friday	Memorial Day
Independence Day	Labor Day	Veterans Day
Thanksgiving Day	Friday after Thanksgiving	Christmas Day
Employee's Birthday		

If December 24 falls on Monday through Friday, the last half of Christmas Eve Day will be recognized as a paid holiday.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday unless vacation is scheduled.

A recognized paid holiday occurring on Saturday shall be observed on the Friday preceding. A recognized paid holiday occurring on Sunday shall be observed on the following Monday.

#### ARTICLE 16 UNPAID LEAVE OF ABSENCE

An employee may be granted a leave of absence and extensions without pay by the County Engineer. Request for such leave and the reason(s) for such shall



be made in writing to the County Engineer. The Family Medical Leave Act shall apply as it relates to the collective bargaining agreement.

An employee granted an unpaid leave of absence will not receive payment for, nor accrue, retirement, seniority, paid holidays, vacation time and pay, sick leave, or any other paid leaves during the period of such unpaid leave.

Premiums for insurance normally paid by the Employer will be paid by the employee during the approved leave of absence, if the employee elects to continue coverage.

If a probationary employee is granted a leave of absence, the probationary period will be extended for the length of said leave.

ARTICLE 17  
ON-THE-JOB INJURY LEAVE

When a regular full-time employee is temporarily disabled as a result of an on-the-job injury, he/she will be granted leave, with pay, and health insurance benefits, subject to the following conditions:

- (a) The injury was not deliberate or caused by gross negligence on the part of the employee.
- (b) The employee was not guilty of a flagrant violation of a safety rule.
- (c) The employee's efficiency was not impaired by the use of alcoholic beverages or controlled substances.
- (d) The physician's prognosis indicates that the employee will be able to return to work.

The employee shall be entitled to normal pay the same as though he/she were working for a period of thirty (30) calendar days, not counting the day of the injury and health insurance benefits will be paid by the Employer as was the status quo on the day of the injury, for a period of six (6) months. Only the amount of time necessary to effect recovery from the injury will be granted.

In the event the maximum injury leave limit is exhausted and the employee is unable to return to work, he/she can decide to use their earned sick leave or vacation to replace the injury leave allowance participation. If the employee opts not to use sick leave or vacation, or if the sick leave and vacation is or becomes used up, the employee will be placed on a leave of absence without pay until the employee is released to and returns to work or the granted leave of absence expires.

If the employee desires to supplement Workers Compensation benefits by reducing the employee's sick leave or vacation, he/she must notify the Employer in writing three (3) working days before the end of the payroll period. Sick leave and/or vacation will be reduced an amount sufficient to provide a monthly benefit such that the total of the Worker's Compensation check plus the check for sick leave and/or vacation will equal the gross amount an employee would earn in a normal month, if he/she were not injured and working.

An on-the-job injury or illness must be reported to the Engineer's office within the twenty-four (24) hour period following the injury or illness.

ARTICLE 18  
SICK LEAVE

Full-time regular and probationary employees shall be entitled to earn sick leave with regular pay at the rate of one (1) working day for each month worked, subject to the following:

- (1) Sick leave shall apply to a period in which only the employee is incapacitated from the performance of his/her duties by sickness or injury, for medical, surgical, dental or optical examination or treatment, or where by reason of his/her post of duty, would jeopardize the health of others. Disabilities caused or contributed to by pregnancy and recovery therefrom shall be covered by sick leave.
- (2) Sick leave shall not be used for vacation leave.
- (3) Sick leave shall not be taken in advance.
- (4) Sick leave shall not be cumulative to more than one hundred and one-half (100 ½) working days.
- (5) In all cases where an employee has been absent on sick leave, he/she shall immediately upon his/her return to work, submit a statement that such absence was due to illness or other reasons stated in item (1) above. In cases where such absence exceeds three (3) calendar days, such statement shall be verified by a medical physician or other licensed practitioner, unless waived by the County Engineer. For lesser periods of absence, the County Engineer may, at his discretion, require evidence of illness or other reasons defined in item (1) above as they deem necessary and in all cases, sick leave shall not be granted until approved by the County Engineer.
- (6) Sick leave shall be taken on a workday basis, but may be taken in no less than hourly increments. Prior notice and approval must be obtained from the employee's immediate supervisor. Officially recognized paid holidays falling within a period of sick leave shall not be counted against sick leave.
- (7) Sick leave shall not accrue during unpaid leave of absence, disciplinary suspension, or layoff.
- (8) An employee who is transferred from his/her department to another within the County shall be credited with the sick leave he/she has accumulated.
- (9) All sick leave shall expire on the date of separation of employment and no employee shall be reimbursed for sick leave unused at the time of such separation. However, upon retirement, an employee will be paid twenty-five percent (25%) of the accrued sick leave or elect to apply this 25% payment toward the purchase of health insurance payments.
- (10) If an absence of illness or injury extends beyond the sick leave accrued to the credit of the employee, such additional time may be charged to vacation leave. If all sick leave and vacation leave is used, the employee may be granted sick leave without pay or terminated.

- (11) Upon written request by the employee, sick leave without pay may be granted by the County Engineer, in writing, for the remaining period of disability after both paid sick leave and paid vacation leave have been exhausted. In the event such leave exceeds one (1) year, an extension must be requested and may be approved by the County Engineer.
- (12) Failure on the part of an employee to report immediately at the expiration of a leave of absence with or without pay or sick leave or extension of such leave, except for valid reasons submitted and approved by the County Engineer, shall be considered a resignation.
- (13) An employee who has at least 100 days of banked accumulated sick leave will be paid two (2) hours at his/her straight time rate for each month that he/she does not use sick leave in excess of ½ day.

#### ARTICLE 19 FUNERAL LEAVE

All regular full-time and probationary employees will be allowed time off work with pay during the normal workweek to attend the funeral of an employee's immediate family and family. Immediate family consists of the employee's spouse, child, parent, parent-in-law, sibling, stepparent or stepchild. Family consists of employee's or spouse's grandparent, grandchild, brother-in-law, sister-in-law, uncle or aunt, stepfather, stepmother, half brother or half sister. Only scheduled workdays missed will be paid for, and no payment will be made during vacations, holidays, layoff or leaves of absence. Up to five (5) days will be allowed for the immediate family. One (1) day will be allowed for family. The employee must attend the funeral to qualify for pay.

All regular full-time and probationary employees will be allowed one (1) day's leave with pay during the normal workweek to attend a funeral as a pallbearer, additional time off without pay may be granted, at the discretion of the Engineer or his designated representative. Only scheduled workdays missed will be paid for, and no payment will be made during vacations, holidays, layoff or leaves of absence.

All regular full-time and probationary employees will be allowed up to eight (8) hours leave per contract year with pay during the normal workweek to attend a funeral as an honorary pallbearer or flower committee person, additional time off without pay may be granted at the discretion of the Engineer or designee.

#### ARTICLE 20 JURY DUTY

All regular full-time and probationary employees will be granted time off during the normal workweek with pay for serving on jury duty. When a regular employee is called for jury duty, he/she will give his/her Foreman or County Engineer proper notice. Only that part of the working day required for jury duty will be granted. The employee is to turn in his/her jury duty pay to the office or have it deducted from his/her regular pay. The same shall apply when an employee is called as a witness in a court of law.

#### ARTICLE 21 MILITARY LEAVE

Employees will be granted military leave in accordance with federal and state law.

ARTICLE 22  
JOB CLASSIFICATIONS & STRAIGHT TIME HOURLY WAGE RATES

Reference is made here to Exhibit A, Job Classifications and Straight Time Hourly Wage Rates. By this reference, said Exhibit becomes a part of this Agreement.

ARTICLE 23  
PERSONAL VEHICLE MILEAGE REIMBURSEMENT

In the event an employee uses their personal vehicle for County business which is approved of by the Employer, the cents-per-mile as established by the County Board of Supervisors which will not be less than the rate established by the Code of Iowa, will be allowed.

ARTICLE 24  
EMPLOYEE DISCIPLINE

Any employee discipline, suspension, or discharge is subject to the grievance procedure.

ARTICLE 25  
NEGOTIATION TIME

The Employer will pay all time necessary for only two (2) members of the Union Negotiating Committee for time lost during working hours in joint negotiations.

The Employer will do this only if the Union has two (2) Committee members. Pay for time lost does not apply to fact finding or arbitration.

ARTICLE 26  
PAY PERIOD

Payday will be twice per month; on the last workday of the month and the 14th of the month if the 15th is on Saturday, or the 16th of the month if the 15th is on Sunday. The pay period will be for the period ending three (3) workdays prior to payday.

ARTICLE 27  
SAFETY MEETING

The Employer will schedule at least one (1) safety meeting per year during working hours. The Union shall designate one employee to be a representative to the Safety/Risk Management Committee.

ARTICLE 28  
LONGEVITY

An employee covered by this Agreement will be granted longevity pay in accordance with the following schedule:

<u>Continuous Full-Time Service</u>	<u>Effective 7-1-91 Total Cents per Hr</u>
After five (5) years	\$.05
After ten (10) years	\$.10
After fifteen (15) years	\$.15
After twenty (20) years	\$.20

After twenty-five (25) years

\$.25

ARTICLE 29  
DURATION OF AGREEMENT

THIS AGREEMENT shall be effective from July 1, 2005 and shall continue to remain in full force and effect until its expiration of July 1, 2007. Should either party desire to modify, amend or terminate this Agreement, written notice must be served on the other party prior to October 15, 2006. This Agreement will remain in effect from year to year after the expiration date if written notice is not otherwise received.

Signed this 22 day of February, 2005

EMPLOYER

SECONDARY ROAD DEPARTMENT,  
CASS COUNTY, IOWA

UNION

PUBLIC, PROFESSIONAL & MAINTENANCE  
EMPLOYEES LOCAL 2003

By Charles M. Mander P.E.  
County Engineer

By \_\_\_\_\_  
Employee Representative

By Don Volk  
Chairman, County  
Board of Supervisors

By \_\_\_\_\_  
Employee Representative

By Phyllis Kene  
Vice Chairperson,  
County Board of  
Supervisors

By \_\_\_\_\_  
Employee Representative

By Jacques Duk  
Business Representative

# EXHIBIT A

## JOB CLASSIFICATIONS & STRAIGHT TIME HOURLY WAGE RATES

<u>Job Classifications</u>	Effective <u>7-1-05</u>	Effective <u>7-1-06</u>
Laborer	\$12.87	\$13.27
Maintenance	\$14.15	\$14.55
Road Equipment Operator 1	\$14.38	\$14.78
Road Equipment Operator 2	\$14.67	\$15.07
Dragline Operator 3	\$15.18	\$15.58
Working Foreman	\$15.49	\$15.89
Yardman	\$14.60	\$15.00
Mechanic	\$15.84	\$16.24
Shop Foreman	\$16.37	\$16.77
Rodman	\$13.51	\$13.91

A regular full-time employee, while performing eight (8) hours work on a temporary basis in a higher job classification, below the job classification of Foreman, shall be compensated at the contractual wage rate for the applicable job classification.

Starting rate for new hires will be fifty cents (\$.50) an hour less, while on probation, than the applicable posted rate for the job classification.